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*[Proposed] Special Counsel for Chapter 7 Trustee  
 and Counsel for Dustin C. Youren*

**UNITED STATES BANKRUPTCY COURT  
 DISTRICT OF NEVADA**

In re:  
  
 DEBRA YOUREN  
  
*Debtor.*

Case No.: 22-50556-hlb  
 (Chapter 7)

DUSTIN C. YOUREN; and CHRISTINA W.  
 LOVATO, Chapter 7 Trustee,

*Plaintiffs,*

vs.

AMERICAN AGCREDIT, FLCA, a Federally  
 Chartered Farm Credit System Institution,  
 DEBRA K. YOUREN; BUSTER ALLEY,

*Defendants,*

Adv. Proc. No. 24-05014-hlb

**STIPULATION AND REQUEST FOR  
 ORDER REGARDING SALE OF  
 PROPERTY AND DISBURSEMENT  
 OF PROCEEDS**

Hrg Date: N/A  
 Hrg Time: N/A

Plaintiffs Dustin C. Youren (“Youren”) and Christina W. Lovato, Chapter 7 Trustee (the  
 “Trustee”), Defendant Buster Alley (“Alley”), and Defendant American AgCredit, FLCA  
 (“American AgCredit”) (collectively “the parties”), by and through their counsel of record, hereby  
 enter into the following stipulation and request the Court to enter an Order approving same.

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1           1.       The property which is the subject of this adversary action is a ranch commonly  
 2 known as the Medicine Springs Ranch. A portion of the ranch is located in White Pine County,  
 3 Nevada, and the remaining portion in Juab County, Utah. It consists of approximately 320 acres  
 4 of land and the associated water rights and grazing permits and the associated improvements  
 5 (collectively the "Ranch"). The portion of the Ranch in White Pine County, Nevada, has the  
 6 following legal description and is White Pine County Assessor's Parcel Number 008-570-04:

7  
 8                   Lot 4, and the Southeast quarter of the Southwest quarter of Section  
 9                   22, township 21 North, Range 70 east, M.D.B. and M and Lots 1, 2  
 10                  and the Northeast quarter of the Northwest quarter of Section 27,  
 11                  Township 21 North, Range 70 east, M.D.B. and M. also all water  
 12                  and water rights appurtenant thereto, including an undivided one-  
 13                  third (1/3) interest in and to the use of the water of Henriod Spring,  
 14                  which waters have heretofore been used on the above described real  
 15                  property for irrigation and domestic purposes, also Cane Spring.  
 16                  Together with grazing privileges on the East and West Mill Spring  
 17                  Allotment and the Indian George Allotment administered by the  
 18                  Bureau of Land Management in Nevada and the Partoun Allotment  
 19                  administered by the Bureau of Land Management in Utah.

20           The portion of the Ranch located in Juab County, Utah has the following legal description and is  
 21 Juab County Parcel No. F000-6530-12 (as noted in the legal description below):

22                   Parcel No. F000-6530-12: The Southwest quarter of the Southeast  
 23                   quarter and the Southeast quarter of the Southwest quarter of Section  
 24                   30, Township 13 South, Range 19 West, Salt Lake Meridian.

25                   Beginning at the Northwest corner of the Northeast quarter of the  
 26                   Southwest quarter of Section 30, Township 13 South, Range 19  
 27                   West, Salt Lake Meridian, thence East along the mid-section line  
 28                   523.35 feet to the East line of a county road, thence South 30°59'  
 East 42.6 feet along the East line of said county road, thence North  
 69°35' East 626.58 feet, more or less, to the East line of property as  
 deeded to "Harris" in Book 304, Page 385, thence South 182.06 feet  
 along said line to the mid-section line, thence East 187.5 feet to the  
 Northeast corner of the Northeast quarter of the Southwest quarter  
 of said Section, thence South 1320 feet to the Southeast corner of  
 the Northeast quarter of the Southwest quarter, thence West 1320  
 feet to the Southwest corner of the Northeast quarter of the  
 Southwest quarter, thence North 1320 feet to the place of beginning.

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2. On or about August 14, 2024, Alley as “Seller” and Deep Creek Land & Cattle Utah, LLC (“Deep Creek”) as “Buyer” entered into that certain Real Estate Purchase Contract for Land (the “Purchase Contract”) for the purchase of the Ranch by Deep Creek. The purchase price for the Ranch is \$1,241,200.

3. The escrow for the purchase and sale of the Ranch is being handled by Stewart Title Company, 810 Idaho Street, Elko, Nevada 89801 and Juab Title & Abstract Company, 33 East 200 North, Nephi, Utah 84648 (collectively the “Title Companies”).

4. The closing of the purchase and sale of the Ranch under the Purchase Contract is December 31, 2024.

5. The parties have agreed to the following with respect to the sale of the Ranch to Deep Creek and the disposition of the proceeds of said sale:

- a. The Trustee will release the Lis Pendens recorded against the Ranch and will execute any documents required by the Title Companies to transfer clear title to the Ranch to Deep Creek. A true and correct copy of the form of the Release of Lis Pendens is attached hereto as Exhibit 1;
- b. Alley, Youren and the Trustee must approve the final closing statement for the purchase of the Ranch by Deep Creek;
- c. Title of the Ranch shall be conveyed by Alley to Deep Creek and Alley is authorized to sign a deed free and clear of all claims, liens and encumbrances;
- d. The claims asserted by Alley, Youren, American AgCredit and the Trustee shall attach to the proceeds of the sale, which will be distributed as follows:
  - i. First to payment of costs of sale;
  - ii. Second to pay off the outstanding loan of American AgCredit secured by the Ranch; and
  - iii. Third, \$300,000 to be distributed to Alley with the remainder to be deposited into an interest bearing escrow account with BCM Services, 9130 Double Diamond Parkway, Reno, Nevada 89521 pending either a settlement of this matter between the parties or

an order issued by this Court for release of the proceeds so deposited.

6. Nothing contained in this stipulation shall be construed as a waiver of rights by any party hereto.

7. When the closing of the purchase and sale of the Ranch to Deep Creek occurs, subject to compliance with the terms of this Stipulation:

- a. The Trustee, Alley, and Youren, along with their respective successors and assigns, shall be deemed to have consented to the sale and to have waived any claims to any ownership interest in the Ranch; and
- b. American AgCredit shall be dismissed from this matter with prejudice, each party to bear their own costs and attorney's fees.

8. All claims to the Ranch shall survive the process if the sale of the Ranch to Deep Creek does not close for any reason.

IT IS SO STIPULATED.

DATED this 10<sup>th</sup> day of December, 2024.

DATED this 10<sup>th</sup> day of December, 2024.

ROBISON, SHARP, SULLIVAN & BRUST

FLETCHER & LEE

/s/ Stefanie T. Sharp  
 STEFANIE T. SHARP, NSB 8661  
 RUSSELL J. CARR, NSB 15191  
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*[Proposed] Special Counsel for Chapter 7  
 Trustee and Counsel for Dustin C. Youren*

/s/ Elizabeth Fletcher  
 ELIZABETH FLETCHER, NSB 10082  
 Fletcher & Lee  
*Attorneys for Defendant Buster Alley*

DATED this 10<sup>th</sup> day of December, 2024.

KAEMPFER CROWELL

/s/ Louis M. Bubala  
 LOUIS M. BUBALA, NSB 8974  
*Attorney for Defendant American AgCredit,  
 FLCA*

**CERTIFICATE OF SERVICE**

Pursuant to FRBP 7005 and FRCP 5(b), I certify that I am an employee of ROBISON, SHARP, SULLIVAN & BRUST, that I am over the age of 18 and not a party to the above-referenced case, and that on the date below I caused to be served a true copy of the forgoing STIPULATION AND REQUEST FOR ORDER REGARDING SALE OF PROPERTY AND DISBURSEMENT OF PROCEEDS on all parties to this action by the method(s) indicated below:

X I hereby certify that on the date below, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

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18 LOUIS M. BUBALA, III on behalf of Defendant AMERICAN AGCREDIT  
19 lbubala@kcnvlaw.com, cdroessler@kcnvlaw.com; kmilks@kcnvlaw.com

20 DATED this 10<sup>th</sup> day of December 2024.

21 /s/ Celeste Hernandez  
22 An Employee of Robison, Sharp, Sullivan & Brust